

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES, INC., TO
DESIGN PEDESTRIAN AND BICYCLE CIRCULATION
IMPROVEMENTS IN THE TASMAN/FAIR OAKS AREA**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary to plan and design pedestrian and bicycle circulation improvements in the Tasman/Fair Oaks area of Sunnyvale; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Randy Durrenberger, P.E., to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Commencement of Services

- (a) CONSULTANT shall commence services upon receipt of an executed duplicate original of this Agreement from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Five Thousand One Hundred Twenty Eight and no/100 Dollars (\$105,128.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law, CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligent act, error, omission or negligence of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Jack Witthaus, Traffic and Transportation Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Randy Durrenberger, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
555 12TH Street, Suite 1230
Oakland, CA 94607

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered

personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

KIMLEY-HORN AND ASSOCIATES, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

SCOPE OF WORK

Task 1 – Public Outreach

Kimley-Horn shall provide support to the City during a public information meeting open to local residents and other interested parties such as BPAC. This meeting will be held to inform the residents of the proposed changes to the area that will improve mobility and safety for bicycles and pedestrians. We will also be soliciting input from attendees on existing concerns regarding safety and access so that we can consider these factors as we prepare the design.

Kimley-Horn shall attend one Sunnyvale BPAC meeting during the project to convey design concepts and seek input from the committee. We anticipate that this meeting will be held after the public information meeting so issues brought up from the local residents can be discussed with the committee. Comments from this meeting will be incorporated into the planning and design aspects of this project.

Kimley-Horn shall attend one City Council meeting to discuss the design elements that will be addressed by this project. We anticipate this meeting to be held after the BPAC meeting so that resident comments from the first meeting and additional discussion from the BPAC can be incorporated into the presentation to the City Council. City staff will present the information to the City Council; Kimley-Horn will assist the City in preparing the presentation and be in attendance to answer questions.

*Deliverables: Attend Public Information Meeting
Attend BPAC Meeting
Attend City Council Meeting*

Task 2 – Environmental Evaluation

This task has been eliminated from the project. This effort will be completed by City staff.

Task 3 – Planning Documentation

Kimley-Horn shall prepare a planning document for this project that will summarize the conceptual details of each Project Element. This documentation will outline the design requirements for each element, discuss how each element contributes to the accessibility of the Tasman/Fair Oaks light rail station, and describe how each element will be implemented in conformance with the principles of the VTA Community Design and Transportation Program guidelines.

Deliverable: Planning Document for each project element that summarizes the conceptual details of each project.

Task 4 – Detailed Design

Kimley-Horn shall prepare a plans, specifications, and estimate package to be bid by the City of Sunnyvale. The following elements shall be included in the design:

- **Sunnyvale East Channel Trail** – Design a trail that interfaces with the existing John W. Christian Greenbelt to the south and terminates at Tasman Drive to the north. The trail will be a 10-foot wide asphalt path with no striping. There will be a minimum 5-foot buffer area between the trail and the slope of the drainage channel. There will be minimal to no landscaping along the trail, only single, low-maintenance trees. There will be lighting designed along the trail which will be identical to the lighting that exists along the John W. Christian Greenbelt.
- **LRT Sense of Place Signs** – Sense of place signs should lead pedestrians and bicyclists to the Tasman LRT station and create a neighborhood identity. The signs should be similar in color scheme to the VTA signs but unique to the neighborhood. All signs shall be identical in size, color, and shape. Signs shall be located at the following locations, at a minimum:
 - Intersection of Toyama Drive and Morse Avenue
 - Intersection of Tasman Drive and Morse Avenue
 - Intersection of John W. Christian Greenbelt and Weddell Drive west of Fair Oaks Avenue
 - Intersection of Fair Oaks Avenue and Weddell Drive

A sign/monument will be created that will create a sense of entrance at the Fair Oaks LRT station at the intersection of Fair Oaks and Tasman.

Kimley-Horn shall design up to 3 signs to be reviewed by the City at the 30% design stage. The City will choose one design to be carried to final design.

- **Sidewalk** – Sidewalk shall be 10 feet wide and 4” thick. Unless otherwise advised by the City, all sidewalks shall be designed at the back of the curb. The first 2 feet behind the curb shall include decorative lighting and trees arranged identical to the configuration in other parts of the project area. Sidewalk shall be designed at the following locations:
 - Approximately 1,500’ along the west side of Morse Avenue from Persian Drive to approximately 500’ north of Toyama Drive.
 - Approximately 800’ along the east side of Morse Avenue from the John W. Christian Greenbelt north along the future park site.
 - Approximately 1,800’ along the east side of Fair Oaks Avenue between Tasman Drive and Weddell Drive.
 - Approximately 900’ along the east side of Weddell Drive from Fair Oaks Avenue to the John W. Christian Greenbelt.
- **Mobile Park Access Point** – The opening to provide LRT station access to the mobile park will be 10 feet wide. There will be several ballasts installed in concrete to prevent motorized vehicle access. The openings between ballasts will

be ADA compliant. There will be no vegetation included at this access point and there are no anticipated improvements within the mobile park.

- **Tasman/Fair Oaks and Weddell/Fair Oaks Intersection Improvements** – Improvements to this intersection may include the following:

- Add a refuge island on north and south legs of intersection;
- Restripe crosswalks to “ladder” configuration;
- Consider advanced flashing beacons to alert drivers of high pedestrian area;
- Operational improvements based on satisfactory LOS (i.e., prohibit RTOR, add all pedestrian phase when LRT has passed); and
- Other improvements identified in the Bicycle and Pedestrian Circulation Plan.

Kimley-Horn and the City will agree at the 30% stage on the specific improvements that will be made based on preliminary evaluations. Those improvements will be carried out through the full detailed design.

Task 4.1 Surveying

Kimley-Horn will utilize Mountain Pacific Surveys to conduct a ground topographic survey of the project area, based on the City’s horizontal and vertical control. The survey will locate the existing street furniture, sidewalk, curb, gutter, poles, surface utilities, storm drain catch basins, and drainage structures, which will be shown on the plans. The topographic survey will be the basis for developing the base plans for the project.

Task 4.2 Base Mapping

Kimley-Horn shall develop line work for base mapping using aerial images provided by the City. The base mapping will include curb, available utilities, lane information, and other relevant design items.

The City has provided electronic files for the intersection of Tasman and Fair Oaks. This information will be used for base mapping to support the intersection improvement design.

The intersection of Weddell and Fair Oaks is a Caltrans intersection. Kimley-Horn shall obtain as-built information from Caltrans to be used to produce the line work for base mapping at that intersection.

Kimley-Horn shall request utility information during the base mapping stage from all associated utility companies. This information will be reflected on the plans.

Task 4.3 30% Conceptual Plans

Kimley-Horn shall prepare a 30% conceptual design package that will include all of the design elements. This will include conceptual layouts and details for all elements. Intersection plans will be prepared on a 1"=20' scale. Sidewalk and trail plans will be prepared at a 1"=50' scale.

Kimley-Horn shall submit five (5) sets of the 30% Design Plans, Specifications, and Estimate (PS&E) to the City of Sunnyvale for review and comment and for distribution to other stakeholders. Along with the design plans, we will also submit LOS analyses or any other documentation needed to support the design recommendations. If preferred, we can submit the plans directly to the appropriate reviewing parties.

We will conduct a Comment Resolution meeting with the stakeholders following the 30% review to discuss and resolve the comments.

*Deliverable: 5 copies of 30% Conceptual Design on 11x17 sheets
Documentation to support recommendations*

Task 4.4 90% Plans, Specifications, and Estimate

Based on comments on the 30% PS&E documents, Kimley-Horn will prepare 90% plans, specifications (technical provisions), and estimate for each project element combined into a single plan set. This package will represent a preliminary final design stage. The design plans will include all of the same information from the 30% design, incorporating any comments or changes resolved during that process.

We anticipate the following plan sheets for the design package:

- Title Sheet (1 sheet)
- Notes and Legend (1 sheet)
- Recreational Trail Plan and Profile (3 sheets)
- Sidewalk Alignment (3 sheets)
- Tasman/Fair Oaks Intersection Improvements (1 sheet)
- Weddell/Fair Oaks Intersection Improvements (1 sheet)
- Sense of Place Sign Locations (1 sheet)
- Landscape Details (3 sheets)
- Details (5 sheets)

Kimley-Horn will submit five (5) sets of the 90% Design PS&E to the City of Sunnyvale for review and comment and for distribution to any other stakeholders. If preferred, we can submit the plans directly to the appropriate reviewing parties. We will conduct a Comment Resolution meeting with the stakeholders following the 90% review to discuss and resolve the comments. This will expedite the preparation of the Final Bid Documents.

Deliverable: 5 copies of 90% Design on 11x17 sheets

Task 4.5 100% Plans, Specifications, and Estimate

Based on comments on the 90% PS&E documents, Kimley-Horn will prepare 100% plans, specifications (technical provisions), and estimate for each project element combined into a single plan set. This package will represent a preliminary final design stage. The design plans will include all of the same information from the 90% design, incorporating any comments or changes resolved during that process.

*Deliverable: 1 set of final plans on 22"x34" Mylar
 5 copies of 90% Design on 11x17 sheets
 Electronic copy of special provisions and estimate of probable
 construction cost*

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Population	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	1,250,000	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000	1,550,000	1,600,000	1,650,000	1,700,000	1,750,000	1,800,000	1,850,000	1,900,000	1,950,000	2,000,000	2,050,000	2,100,000	2,150,000	2,200,000	2,250,000	2,300,000	2,350,000	2,400,000	2,450,000	2,500,000	2,550,000	2,600,000	2,650,000	2,700,000	2,750,000	2,800,000	2,850,000	2,900,000	2,950,000	3,000,000
GDP	\$100,000,000	\$105,000,000	\$110,000,000	\$115,000,000	\$120,000,000	\$125,000,000	\$130,000,000	\$135,000,000	\$140,000,000	\$145,000,000	\$150,000,000	\$155,000,000	\$160,000,000	\$165,000,000	\$170,000,000	\$175,000,000	\$180,000,000	\$185,000,000	\$190,000,000	\$195,000,000	\$200,000,000	\$205,000,000	\$210,000,000	\$215,000,000	\$220,000,000	\$225,000,000	\$230,000,000	\$235,000,000	\$240,000,000	\$245,000,000	\$250,000,000	\$255,000,000	\$260,000,000	\$265,000,000	\$270,000,000	\$275,000,000	\$280,000,000	\$285,000,000	\$290,000,000	\$295,000,000	\$300,000,000
Unemployment	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%	12.5%	13.0%	13.5%	14.0%	14.5%	15.0%	15.5%	16.0%	16.5%	17.0%	17.5%	18.0%	18.5%	19.0%	19.5%	20.0%	20.5%	21.0%	21.5%	22.0%	22.5%	23.0%	23.5%	24.0%	24.5%	25.0%
Healthcare	\$10,000,000	\$10,500,000	\$11,000,000	\$11,500,000	\$12,000,000	\$12,500,000	\$13,000,000	\$13,500,000	\$14,000,000	\$14,500,000	\$15,000,000	\$15,500,000	\$16,000,000	\$16,500,000	\$17,000,000	\$17,500,000	\$18,000,000	\$18,500,000	\$19,000,000	\$19,500,000	\$20,000,000	\$20,500,000	\$21,000,000	\$21,500,000	\$22,000,000	\$22,500,000	\$23,000,000	\$23,500,000	\$24,000,000	\$24,500,000	\$25,000,000	\$25,500,000	\$26,000,000	\$26,500,000	\$27,000,000	\$27,500,000	\$28,000,000	\$28,500,000	\$29,000,000	\$29,500,000	\$30,000,000
Education	\$5,000,000	\$5,250,000	\$5,500,000	\$5,750,000	\$6,000,000	\$6,250,000	\$6,500,000	\$6,750,000	\$7,000,000	\$7,250,000	\$7,500,000	\$7,750,000	\$8,000,000	\$8,250,000	\$8,500,000	\$8,750,000	\$9,000,000	\$9,250,000	\$9,500,000	\$9,750,000	\$10,000,000	\$10,250,000	\$10,500,000	\$10,750,000	\$11,000,000	\$11,250,000	\$11,500,000	\$11,750,000	\$12,000,000	\$12,250,000	\$12,500,000	\$12,750,000	\$13,000,000	\$13,250,000	\$13,500,000	\$13,750,000	\$14,000,000	\$14,250,000	\$14,500,000	\$14,750,000	\$15,000,000
Infrastructure	\$20,000,000	\$21,000,000	\$22,000,000	\$23,000,000	\$24,000,000	\$25,000,000	\$26,000,000	\$27,000,000	\$28,000,000	\$29,000,000	\$30,000,000	\$31,000,000	\$32,000,000	\$33,000,000	\$34,000,000	\$35,000,000	\$36,000,000	\$37,000,000	\$38,000,000	\$39,000,000	\$40,000,000	\$41,000,000	\$42,000,000	\$43,000,000	\$44,000,000	\$45,000,000	\$46,000,000	\$47,000,000	\$48,000,000	\$49,000,000	\$50,000,000	\$51,000,000	\$52,000,000	\$53,000,000	\$54,000,000	\$55,000,0					

SENTENCE

[illegible]

Indicates project deliverable.
Stakeholder Task

Fee Estimate - October 10, 2005

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EXHIBIT "C"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.